

Terms of Use and Licence Agreement

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These Terms of Use and Licence Agreement ("Terms") are a legal agreement between you and WMS Endpoint Pty Ltd (ABN 12 587 537 181) ("WMS Endpoint", "we", "us"). They apply to your download, installation and use of the WMS Endpoint applications, including the free application WMS Endpoint Free and the paid applications WMS Endpoint Lite, Lite Plus and Advanced (each an "App").

Acceptance. By ticking the acceptance box, or by downloading, installing or using an App, you confirm that you have read, understood and agree to these Terms. If you do not agree, do not download, install or use the App.

1. Licence grant

Subject to these Terms, we grant you a limited, non-exclusive, non-transferable, non-sublicensable and revocable licence to install and use the App on Android devices you own or control, for your own internal business or personal stock management.

The Free App is provided at no charge and may be offered for a limited time. Paid Apps (WMS Endpoint Lite, Lite Plus and Advanced) are licensed in accordance with the plan, subscription or licence key issued to you.

2. Licence restrictions

You must not, and must not permit any other person to:

- copy, reproduce, distribute, publish, share, on-sell, rent, lease, lend, sublicense or otherwise make the App available to any third party;
- modify, adapt, translate or create derivative works based on the App;
- reverse engineer, decompile, disassemble or attempt to derive the source code of the App, except to the extent this restriction cannot lawfully be imposed;
- remove, obscure or alter any copyright, trademark or other proprietary notice;
- circumvent, disable or interfere with any licensing, security or access-control feature;
- use the App to build or assist in building a competing product or service; or
- use the App in any way other than as permitted by these Terms.

3. Licence keys (paid Apps)

Paid Apps require a valid licence key that is tied to a device and managed through our Device Management System. You must keep licence keys secure and must not share them. One licence covers one device unless we state otherwise in writing.

4. Intellectual property and copyright

The Apps, including all software, source code, object code, design, structure, user interface, graphics, logos, text and documentation, are owned by WMS Endpoint Pty Ltd or its licensors and are protected by Australian and international copyright and other intellectual property laws.

All rights not expressly granted to you are reserved. These Terms do not transfer any ownership to you. You receive only the limited licence described in these Terms. WMS Endpoint and the WMS Endpoint logo are trademarks of WMS Endpoint Pty Ltd and must not be used without our prior written permission.

5. Your details and accurate information

To download an App you must provide accurate and complete details, including a valid email address that belongs to you. You must not provide false information, impersonate any person, or use automated or scripted means to submit the download form.

We may verify your email address before issuing a download link, and we may decline, suspend or revoke access where details are inaccurate, unverified or misused.

6. Privacy

We collect the details you provide (such as your name, company, email and phone number) to deliver the download, provide support, manage licensing and, where you have opted in, to send product updates and offers.

We handle personal information in accordance with the Privacy Act 1988 (Cth) and our Privacy Policy. You can unsubscribe from marketing communications at any time.

7. Acceptable use

You are responsible for how you use the App and for all activity carried out through it. You must use the App lawfully and must not use it in any way that is unlawful, infringes the rights of others, or could damage, disable or impair the App or our systems.

8. Your data and backups

You are solely responsible for the data you create, capture, export or store using the App, and for keeping your own backups. The App may operate offline and store data on your device.

We do not store, back up or guarantee the integrity of your data, and to the extent permitted by law we are not responsible for any loss, corruption or inability to recover data. Please keep your own backups of any data that is important to you.

9. Disclaimer of warranties

To the maximum extent permitted by law, the Apps are provided on an "as is" and "as available" basis, without warranties of any kind, whether express or implied, including any implied warranty of merchantability, fitness for a particular purpose, accuracy or non-infringement.

We do not warrant that the App will be uninterrupted, error-free, secure or compatible with your device, or that any defect will be corrected. This clause does not limit the consumer guarantees described in the Australian Consumer Law section below.

10. Limitation of liability

To the maximum extent permitted by law, WMS Endpoint Pty Ltd, together with its directors, employees and suppliers, will not be liable for any indirect, incidental, special or consequential loss or damage, or for any loss of data, loss of profits, loss of revenue, business interruption or loss of business opportunity, arising out of or in connection with your download or use of, or inability to use, the App, even if we have been advised of the possibility.

To the extent we are entitled to limit our liability, our total liability to you for any claim is limited, at our option, to re-supplying the App or, for paid Apps, to the amount you paid for that App in the 12 months before the claim. For the Free App, which is provided at no charge, our aggregate liability is limited to AUD 100 to the extent permitted by law.

11. Australian Consumer Law

Nothing in these Terms excludes, restricts or modifies any consumer guarantee, right or remedy you may have under the Australian Consumer Law or any other law that cannot lawfully be excluded.

Where our goods or services come with guarantees that cannot be excluded under the Australian Consumer Law, and we are entitled to limit our liability for a failure to comply with such a guarantee, our liability is limited, at our option, to re-supplying the goods or services or paying the cost of having them re-supplied.

12. Availability and changes to the Apps

We may add, change, suspend, withdraw or discontinue any App or feature at any time, with or without notice. The Free App is offered for a limited time and may be withdrawn at any time. We are not liable to you or any third party for any change, suspension or withdrawal.

13. Updates

We may release updates from time to time, and some updates may be required for you to keep using the App. Updates are subject to these Terms unless they are accompanied by separate terms.

14. Termination

These Terms and your licence apply until terminated. Your licence terminates automatically if you breach any of these Terms. On termination you must stop using and delete all copies of the App. Clauses that by their nature should survive termination, including intellectual property, disclaimers, limitation of liability and governing law, survive.

15. Governing law

These Terms are governed by the laws of Victoria, Australia. You submit to the non-exclusive jurisdiction of the courts of that State.

16. Changes to these Terms

We may update these Terms from time to time. The current version is published on our website. Your continued use of an App after the changes take effect means you accept the updated Terms.

17. Contact

WMS Endpoint Pty Ltd, ABN 12 587 537 181. Email info@wmsendpoint.com.au. Web wmsendpoint.com.au.